

1 JASON M. FRIERSON
United States Attorney
2 District of Nevada
Nevada Bar Number 7709
3 JUSTIN J. WASHBURNE
Assistant United States Attorney
4 501 Las Vegas Boulevard South, Suite 1100
Las Vegas, Nevada 89101
5 Tel: (702) 388-6378
Justin.Washburne@usdoj.gov
6 *Attorney for the United States*

FILED	RECEIVED
ENTERED	SERVED ON
COUNSEL/PARTIES OF RECORD	
JUN 23 2023	
CLERK US DISTRICT COURT DISTRICT OF NEVADA	
BY:	DEPUTY

7
8 **UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

9 UNITED STATES OF AMERICA,

10 Plaintiff,

11 v.

12 ZACHARY SANNS,

13 Defendant.

No. 2:20-CR-265-JCM-BNW

**Plea Agreement for Defendant
Zachary Sanns Pursuant to Fed. R. Crim. P.
11(c)(1)(A) and (B)**

14 This plea agreement between Zachary Sanns (“defendant”) and the United States
15 Attorney’s Office for the District of Nevada (the “USAO”) sets forth the parties’ agreement
16 regarding the criminal charges referenced herein and the applicable sentences and fines in the
17 above-captioned case. This agreement binds only defendant and the USAO and does not bind
18 the district court, the U.S. Probation Office, or any other federal, state, local, or foreign
19 prosecuting, enforcement, administrative, or regulatory authorities. This agreement does not
20 prohibit the USAO or any agency or third party from seeking any other civil or administrative
21 remedies, including administrative forfeiture or civil forfeiture *in rem* actions, directly or
22 indirectly against defendant or defendant’s property.

23 This agreement becomes effective upon signature by defendant, defendant’s counsel, and
24 an Assistant United States Attorney.

I. DEFENDANT'S OBLIGATIONS

1. Defendant agrees to:

- a. At the earliest opportunity requested by the USAO and provided by the district court, appear and plead guilty to Count 1 of the indictment in this case, which charges defendant with False Impersonation of an Officer or Employee of the United States in violation of 18 U.S.C. § 912;
- b. Stipulate to the facts agreed to in this agreement;
- c. Abide by all agreements regarding sentencing contained in this agreement;
- d. Not seek to withdraw defendant's guilty plea once it is entered;
- e. Appear for all court appearances, surrender as ordered for service of sentence, obey all conditions of any bond, and obey any other ongoing court order in this matter;
- f. Not commit any federal, state, or local crime;
- g. Be truthful at all times with the U.S. Probation and Pretrial Services Offices and the Court.

II. THE USAO'S OBLIGATIONS

2. The USAO agrees to:

- a. Stipulate to facts agreed to in this agreement;
- b. Abide by all agreements regarding sentencing contained in this agreement;
- c. At sentencing, provided that defendant demonstrates an acceptance of responsibility for the offense up to and including the time of sentencing, recommend a two-level reduction in the applicable sentencing guidelines offense level, pursuant to USSG § 3E1.1;
- d. Not bring any additional charges against defendant arising out of the investigation in the District of Nevada which culminated in this agreement and based on conduct known to the USAO. However, the USAO reserves the right to prosecute defendant for

(a) any crime of violence as defined by 18 U.S.C. § 16; and (b) any criminal tax violations (including conspiracy to commit such violations chargeable under 18 U.S.C. § 371). Defendant agrees that the district court at sentencing may consider any uncharged conduct in determining the applicable sentencing guidelines range, the propriety and extent of any departure from that range, and the sentence to be imposed after consideration of the sentencing guidelines and all other relevant factors under 18 U.S.C. § 3553(a).

III. ELEMENTS OF THE OFFENSE

3. Count One: The elements of False Impersonation of Federal Officer or Employee of the United States under 18 U.S.C. § 912 are as follows:

First: The defendant falsely pretended to be an officer acting under the authority of a department of the United States, to wit: the Department of Homeland Security; and

Second: acted as such.

See Ninth Circuit Model Criminal Jury Instruction 24.9 (2022 ed.).

IV. CONSEQUENCES OF CONVICTION

4. Maximum Statutory Penalties:

a. Defendant understands that the statutory maximum sentence the district court can impose for a violation of 18 U.S.C. § 912 as charged in Count 1, is: 3 years imprisonment; a one year period of supervised release; a fine of \$250,000 or twice the gross gain or gross loss resulting from the offense, whichever is greatest; and a mandatory special assessment of \$100.

5. Parole Abolished: Defendant acknowledges that defendant's prison sentence cannot be shortened by early release on parole because parole has been abolished.

1 6. Supervised Release: Defendant understands that supervised release is a period of
2 time following imprisonment during which defendant will be subject to various restrictions and
3 requirements. Defendant understands that if defendant violates one or more of the conditions of
4 any supervised release imposed, defendant may be returned to prison for all or part of the term of
5 supervised release authorized by statute for the offense that resulted in the term of supervised
6 release.

7 7. Factors under 18 U.S.C. § 3553: Defendant understands that the district court
8 must consider the factors set forth in 18 U.S.C. § 3553(a) in determining defendant's sentence.
9 However, the statutory maximum sentence limits the district court's discretion in determining
10 defendant's sentence.

11 8. Potential Collateral Consequences of Conviction: Defendant understands that, by
12 pleading guilty, defendant may be giving up valuable government benefits and valuable civic
13 rights, such as the right to vote, the right to possess a firearm, the right to hold office, and the
14 right to serve on a jury. Defendant understands that once the district court accepts defendant's
15 guilty plea, it will be a federal felony for defendant to possess a firearm or ammunition.
16 Defendant understands that the conviction in this case may also subject defendant to various
17 other collateral consequences, including but not limited to revocation of probation, parole, or
18 supervised release in another case and suspension or revocation of a professional license.
19 Defendant understands that unanticipated collateral consequences will not serve as grounds to
20 withdraw defendant's guilty plea.

21 9. Potential Removal/Deportation Consequences of Conviction: Defendant
22 understands that, if defendant is not a United States citizen, the felony conviction in this case
23 may subject defendant to removal, also known as deportation, which may, under some
24 circumstances, be mandatory; denial of citizenship; and denial of admission to the United States

1 in the future. The district court cannot advise defendant fully regarding the immigration
2 consequences of the felony conviction in this case, but defendant's attorney has advised him
3 about the deportation risks of his guilty plea. Defendant understands that unexpected
4 immigration consequences will not serve as grounds to withdraw defendant's guilty plea.

5 V. FACTUAL BASIS

6 10. Defendant admits that defendant is, in fact, guilty of the offense to which
7 defendant is agreeing to plead guilty. Defendant acknowledges that if defendant elected to go to
8 trial instead of pleading guilty, the USAO could prove defendant's guilt beyond a reasonable
9 doubt. Defendant further acknowledges that defendant's admissions and declarations of fact set
10 forth below satisfy every element of the charged offense. Defendant waives any potential future
11 claim that the facts defendant admitted below are insufficient to satisfy the elements of the
12 charged offense. Defendant admits and declares under penalty of perjury that the facts set forth
13 below are true and correct:

14 A. On or about May 30, 2020, defendant received notice through his personal
15 relationships with members of LVMPD that LVMPD officers had been directed to assemble at
16 the 7th and Fremont command post in Las Vegas, NV to assist with crowd control efforts for an
17 anticipated protest as a result of the death of George Floyd. Defendant drove his personal vehicle
18 to the command post. When he arrived, defendant joined a group of officers. In order to appear
19 as if he was a member of the Department of Homeland Security (DHS), defendant was wearing a
20 vest with a DHS patch on the front and lettering spelling "Federal Agent" on the back. A
21 supervising LVMPD officer tasked with managing crowd control efforts asked defendant if he
22 was employed by DHS and defendant replied affirmatively. At the time defendant made this
23 statement and joined the officers awaiting response commands, he was not employed by DHS or
24 any other federal agency.

1 B. Because of his self-identification as a federal agent and DHS apparel, defendant
2 was allowed to and did participate as a law enforcement officer in the LVMPD response to the
3 civil unrest. As a purported federal agent, defendant assisted LVMPD officers as they stood in
4 "skirmish lines" thereby creating physical boundaries which prevented protestors from accessing
5 certain parts of the city. As a purported federal agent, defendant also moved around freely behind
6 these "skirmish lines" in areas restricted to law enforcement personnel. Defendant did not give
7 orders to any civilians or physically interact with protestors during his time at 7th Street and
8 Fremont. By participating in LVMPD's civil unrest response on May 30th, defendant self-
9 identified and acted as a federal officer entitled to enforce state and federal law when he did not
10 have lawful authority to do so.

11 All of the aforementioned conduct occurred in the State and Federal District of Nevada.

12 VI. SENTENCING FACTORS

13 11. Discretionary Nature of Sentencing Guidelines: Defendant understands that in
14 determining defendant's sentence, the district court is required to calculate the applicable
15 sentencing guidelines range and to consider that range, possible departures under the sentencing
16 guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant
17 understands that the sentencing guidelines are advisory only, that defendant cannot have any
18 expectation of receiving a sentence within the calculated sentencing guidelines range, and that
19 after considering the sentencing guidelines and the other § 3553(a) factors, the district court will
20 be free to exercise its discretion to impose any sentence it finds appropriate up to the maximum
21 set by statute for the crime of conviction.

22 12. Offense Level Calculations: The parties jointly agree and stipulate that, in
23 calculating defendant's advisory guidelines sentencing range, the Court should use the following
24 base offense level and adjustments; acknowledge that these stipulations do not bind the district

1 court; and agree that they will not seek to apply or advocate for the use of any other base offense
 2 level(s) or any other specific offense characteristics, enhancements, or reductions in calculating
 3 the advisory guidelines range:

4 Base Offense Level [USSG § 2J1.4(a)]: 6

5
 6 Adjusted Offense Level: 6

7 13. Reduction for Acceptance of Responsibility: Under USSG § 3E1.1(a), the USAO
 8 will recommend that defendant receive a two-level downward adjustment for acceptance of
 9 responsibility unless defendant (a) fails to truthfully admit facts establishing a factual basis for the
 10 guilty plea when defendant enters the plea; (b) fails to truthfully admit facts establishing the
 11 amount of restitution owed when defendant enters the guilty plea; (c) fails to truthfully admit
 12 facts establishing the forfeiture allegations when defendant enters the guilty plea; (d) provides
 13 false or misleading information to the USAO, the Court, Pretrial Services, or the Probation
 14 Office; (e) denies involvement in the offense or provides conflicting statements regarding
 15 defendant's involvement or falsely denies or frivolously contests conduct relevant to the offense;
 16 (f) attempts to withdraw defendant's guilty plea; (g) commits or attempts to commit any crime;
 17 (h) fails to appear in court; or (i) violates the conditions of pretrial release.

18 14. Criminal History Category: Defendant acknowledges that the district court may
 19 base defendant's sentence in part on defendant's criminal record or criminal history. The district
 20 court will determine defendant's criminal history category under the sentencing guidelines.

21 15. Additional Sentencing Information: The stipulated sentencing guidelines
 22 calculations are based on information now known to the parties. Defendant understands that
 23 both defendant and the USAO are free to (a) supplement the facts in this agreement by supplying
 24 relevant information to the U.S. Probation and Pretrial Services Offices and the district court

1 regarding the nature, scope, and extent of defendant's criminal conduct and any aggravating or
2 mitigating facts or circumstances; and (b) correct any and all factual misstatements relating to the
3 district court's sentencing guidelines calculations and determination of sentence. While this
4 paragraph permits both the USAO and defendant to submit full and complete factual
5 information to the U.S. Probation and Pretrial Services Offices and the district court, even if that
6 factual information may be viewed as inconsistent with the facts agreed to in this agreement, this
7 paragraph does not affect defendant's and the USAO's obligations not to contest the facts agreed
8 to in this agreement. Good faith efforts to provide truthful information or to correct factual
9 misstatements shall not be grounds for defendant to withdraw defendant's guilty plea.

10 Defendant acknowledges that the U.S. Probation Office may calculate the sentencing
11 guidelines differently and may rely on additional information it obtains through its investigation.
12 Defendant also acknowledges that the district court may rely on this and other additional
13 information as it calculates the sentencing guidelines range and makes other sentencing
14 determinations, and the district court's reliance on such information shall not be grounds for
15 defendant to withdraw defendant's guilty plea.

16 VII. POSITIONS REGARDING SENTENCING

17 16. The parties will jointly recommend that the district court impose a sentence of
18 time served and that the defendant be entitled to all prior custody credit time. If the
19 recommended sentence falls outside of the defendant's advisory guideline range, the parties will
20 jointly recommend a downward variance to a sentence of time served.. The parties will further
21 jointly recommend no supervision to follow. In agreeing to this sentencing recommendation,
22 the parties have taken into consideration all of the factors set forth in 18 U.S.C. § 3553(a) and
23 conclude that time served is a reasonable sentence.

1 17. Defendant acknowledges that the district court does not have to follow the
2 recommendation of either party.

3 18. Notwithstanding its agreement to recommend a sentence as described above, the
4 USAO reserves its right to defend any lawfully imposed sentence on appeal or in any post-
5 conviction litigation.

6 19. If defendant commits any act that results in the Court finding that defendant is
7 not entitled to a downward adjustment for acceptance of responsibility, the USAO is entitled to
8 argue for any sentence it deems appropriate under 18 U.S.C. § 3553(a). In any such event,
9 Defendant remains bound by the provisions of this agreement and shall not have the right to
10 withdraw defendant's guilty plea.

11 VIII. WAIVER OF CONSTITUTIONAL RIGHTS

12 20. Defendant understands that by pleading guilty, defendant gives up the following
13 rights:

- 14 a. The right to persist in a plea of not guilty;
- 15 b. The right to a speedy and public trial by jury;
- 16 c. The right to be represented by counsel—and if necessary have the court
17 appoint counsel—at trial. Defendant understands, however, that, defendant retains the right to
18 be represented by counsel—and if necessary have the court appoint counsel—at every other stage
19 of the proceeding;
- 20 d. The right to be presumed innocent and to have the burden of proof placed
21 on the USAO to prove defendant guilty beyond a reasonable doubt;
- 22 e. The right to confront and cross-examine witnesses against defendant;
- 23 f. The right to testify and to present evidence in opposition to the charges,
24 including the right to compel the attendance of witnesses to testify;

1 g. The right not to be compelled to testify, and, if defendant chose not to
2 testify or present evidence, to have that choice not be used against defendant; and

3 h. The right to pursue any affirmative defenses; Fourth Amendment or Fifth
4 Amendment claims; any other pretrial motions that have been or could have been filed; and
5 challenges to any adverse pre-trial rulings (unless specifically reserved in the following section).

6 IX. WAIVER OF APPELLATE RIGHTS

7 21. Waiver of Appellate Rights: Defendant knowingly and expressly waives: (a) the
8 right to appeal any sentence imposed within or below the applicable Sentencing Guideline range
9 as determined by the district court; (b) the right to appeal the manner in which the district court
10 determined that sentence on the grounds set forth in 18 U.S.C. § 3742; and (c) the right to appeal
11 any other aspect of the conviction, including but not limited to the constitutionality of the statute
12 of conviction; any other aspect of the sentence, including but not limited to the constitutionality
13 of any mandatory or standard conditions of supervised release and any order of restitution or
14 forfeiture.

15 22. Defendant reserves only the right to appeal any portion of the sentence that is an
16 upward departure or variance from the applicable Sentencing Guideline range as determined by
17 the district court.

18 23. Waiver of Post-Conviction Rights: Defendant also knowingly and expressly
19 waives all collateral challenges, including any claims under 28 U.S.C. § 2255, to defendant's
20 conviction, sentence, and the procedure by which the district court adjudicated guilt and
21 imposed sentence, except non-waivable claims of ineffective assistance of counsel.

22 24. Preservation of Evidence: Defendant acknowledges that the USAO and the
23 agencies investigating this case are not obligated or required to preserve any evidence obtained in
24 the investigation of this case.

**XI. RESULT OF WITHDRAWAL OF GUILTY PLEA
OR VACATUR/REVERSAL/SET-ASIDE OF CONVICTION**

25. Consequence of Withdrawal of Guilty Plea: Defendant agrees that if, after entering guilty plea pursuant to this agreement, defendant seeks to withdraw and succeeds in withdrawing defendant's guilty plea on any basis other than a claim and finding that entry into this agreement was involuntary, then (a) the USAO will be relieved of all of its obligations under this agreement and (b) should the USAO choose to pursue any charge that was either dismissed or not filed as a result of this agreement, or that the government agreed to move to dismiss at sentencing as part of this agreement, or that the government agreed to move to dismiss at sentencing as part of this agreement, then (i) any applicable statute of limitations will be tolled between the date of defendant's signing of this agreement and the filing commencing any such action; and (ii) defendant waives and gives up all defenses based on the statute of limitations, any claim of pre-indictment delay, or any speedy trial claim with respect to any such action, except to the extent that such defenses existed as of the date of defendant's signing this agreement.

26. Consequence of Vacatur, Reversal, or Set-aside: Defendant agrees that if defendant's conviction is vacated, reversed, or set aside, both the USAO and defendant will be released from all their obligations under this agreement, except that, should the USAO choose to pursue any charge that was either dismissed or not filed as a result of this agreement, then (i) any applicable statute of limitations will be tolled between the date of defendant's signing of this agreement and the filing commencing any such action; and (ii) defendant waives and gives up all defenses based on the statute of limitations, any claim of pre-indictment delay, or any speedy trial claim with respect to any such action, except to the extent that such defenses existed as of the date of defendant's signing this agreement.

XII. BREACH OF AGREEMENT

27. Defendant agrees that if, at any time after this agreement becomes effective, defendant knowingly violates or fails to perform any of defendant's obligations under this agreement ("a breach"), the USAO may declare this agreement breached. All of defendant's obligations are material, a single breach of this agreement is sufficient for the USAO to declare a breach, and defendant shall not be deemed to have cured a breach without the express agreement of the USAO in writing. If the USAO declares this agreement breached, and the district court finds such a breach to have occurred, then: (a) if defendant has previously entered a guilty plea pursuant to this agreement, defendant will remain bound by the provisions of this agreement and will not be able to withdraw the guilty plea; and (b) the USAO will be relieved of all its obligations under this agreement.

XIII. COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES OFFICE NOT PARTIES

28. Defendant understands that the Court and the U.S. Probation and Pretrial Services Office are not parties to this agreement and need not accept any of the USAO's sentencing recommendations or the parties' agreements to facts or sentencing factors.

29. Defendant understands that both defendant and the USAO are free to argue on appeal and collateral review that the district court's sentencing guidelines calculations and the sentence it chooses to impose are not error.

30. Defendant understands that even if the district court ignores any sentencing recommendation, finds facts or reaches conclusions different from those agreed to by the parties, or imposes any sentence up to the maximum established by statute, defendant cannot, for that reason, withdraw defendant's guilty plea, and defendant will remain bound to fulfill all defendant's obligations under this agreement. Defendant understands that no one—not the

1 prosecutor, defendant's attorney, or the Court—can make a binding prediction or promise
2 regarding the sentence defendant will receive, except that it will be within the statutory
3 maximum.

4 XIV. ADDITIONAL ACKNOWLEDGMENTS

5 31. Defendant acknowledges that:

6 a. Defendant read this agreement and defendant understands its terms and
7 conditions.

8 b. Defendant had adequate time to discuss this case, the evidence, and this
9 agreement with defendant's attorney.

10 c. Defendant carefully and thoroughly discussed all terms of this agreement
11 with defendant's attorney.

12 d. Defendant understands the terms of this agreement and voluntarily agrees
13 to those terms.

14 e. Defendant has discussed with defendant's attorney the following: the
15 evidence; defendant's rights; possible pretrial motions that might be filed; possible defenses that
16 might be asserted either prior to or at trial; the sentencing factors set forth in 18 U.S.C. § 3553(a);
17 the relevant sentencing guidelines provisions; and consequences of entering into this agreement.

18 f. The representations contained in this agreement are true and correct,
19 including the factual basis for defendant's offense set forth in this agreement.

20 g. Defendant was not under the influence of any alcohol, drug, or medicine
21 that would impair defendant's ability to understand the agreement when defendant considered
22 signing this agreement and when defendant signed it.

23 32. Defendant understands that defendant alone decides whether to plead guilty or go
24 to trial, and acknowledges that defendant has decided to enter defendant's guilty plea knowing of

1 the charges brought against defendant, defendant's possible defenses, and the benefits and
2 possible detriments of proceeding to trial.

3 33. Defendant understands that no promises, understandings, or agreements other
4 than those set forth in this agreement have been made or implied by defendant, defendant's
5 attorney, or the USAO, and no additional promises, agreements, or conditions shall have any
6 force or effect unless set forth in writing and signed by all parties or confirmed on the record
7 before the district court.

8 34. Defendant acknowledges that defendant decided to plead guilty voluntarily and
9 that no one threatened, coerced, or forced defendant to enter into this agreement.

10 35. Defendant is satisfied with the representation of defendant's attorney, and
11 defendant is pleading guilty because defendant is guilty of the charges and chooses to take
12 advantage of the promises set forth in this agreement and for no other reason.

XV. PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

36. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE DISTRICT OF NEVADA

JASON M. FRIERSON
United States Attorney




JUSTIN J. WASHBURNE
Assistant United States Attorney

6/16/2023
Date



ZACHARY SANNS
Defendant

6/14/23
Date



DAVID BROWN, ESQ.
Attorney for Defendant

6/14/23
Date